

## United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Philip G. Reinhard	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	03 C 50205	DATE	9/29/2004
CASE TITLE	ECONOMIC STUDIES INC. vs. KENNETH EHREDT		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

## MOTION:

## DOCKET ENTRY:

- (1) ☐ Filed motion of [ use listing in "Motion" box above.]
- (2) ☐ Brief in support of motion due \_\_\_\_\_.
- (3) ☐ Answer brief to motion due \_\_\_\_\_. Reply to answer brief due \_\_\_\_\_.
- (4) ☐ Ruling/Hearing on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (5) ☐ Status hearing[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (6) ☐ Pretrial conference[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (7) ☐ Trial[set for/re-set for] on \_\_\_\_\_ at \_\_\_\_\_.
- (8) ☐ [Bench/Jury trial] [Hearing] held/continued to \_\_\_\_\_ at \_\_\_\_\_.
- (9) ☐ This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]  
☐ FRCP4(m) ☐ Local Rule 41.1 ☐ FRCP41(a)(1) ☐ FRCP41(a)(2).
- (10) ☒ [Other docket entry] For the reasons stated on the reverse Memorandum Opinion and Order, plaintiff's motion for summary judgment is granted. Judgment is entered in favor of plaintiff and against defendant in the sum of \$278,229.80.

- (11) ☒ [For further detail see order on the reverse side of the original minute order.]

No notices required, advised in open court.	U.S. DISTRICT COURT 2004 SEP 29 AM 11:56 Date/time received in central Clerk's Office	number of notices	Document Number 36
No notices required.		SEP 29 2004 date docketed	
<input checked="" type="checkbox"/> Notices mailed by judge's staff.		<i>[Signature]</i> docketing deputy initials	
<input type="checkbox"/> Notified counsel by telephone.		9-29-04 date mailed notice	
<input type="checkbox"/> Docketing to mail notices.		<i>[Signature]</i> mailing deputy initials	
<input checked="" type="checkbox"/> Mail AO 450 form.			
<input checked="" type="checkbox"/> Copy to judge/magistrate judge.			
/SEC	courtroom deputy's initials		

## MEMORANDUM OPINION AND ORDER

Plaintiff, Economic Studies, Inc., brings this breach of contract action against defendant, Kenneth Ehredt, for defendant's failure to pay under a personal guaranty agreement ("Guaranty Agreement") guaranteeing the obligations of Ehredt Underground, Inc., to plaintiff. Jurisdiction is based on diversity of citizenship. Plaintiff is a New York corporation with its principal place of business in New Jersey. Defendant is a citizen of Illinois. The amount in controversy exceeds \$75,000. Plaintiff has moved for summary judgment. Defendant has elected not to file a response to plaintiff's LR 56.1 (a) statement of undisputed facts so those facts are deemed admitted. LR 56.1 (b) (3) (B). Defendant has also chosen not to file a memorandum of law in opposition to plaintiff's summary judgment motion.

Summary judgment is proper where "the pleadings, depositions, answers to interrogatories, and admissions on file together with the affidavits, if any, show there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fed. R. Civ. P. 56 (c). Taking the facts as admitted, plaintiff entered into a contract with Ehredt Underground, Inc. ("Underground") in 1992 to provide certain consulting services in relation to an action by defendant against Commonwealth Edison Company and the International Brotherhood of Electrical Workers, Local No. 196. In 1995, defendant executed the Guaranty Agreement guaranteeing the obligations then due plaintiff from Underground and for future obligations to be incurred. The consideration for the Guaranty Agreement was the services that "have been and will be performed" by plaintiff. In March, 1998, defendant individually and on behalf of Underground countersigned a letter agreeing to the entry of a confession of judgment against them in the amount of \$93,426.72. Defendant did not execute the confession of judgment as agreed. Pursuant to the Guaranty Agreement, defendant agreed to pay interest at an annual rate of 12% compounded monthly on unpaid balances and to pay attorneys' fees in the amount of 25% of the principal and interest then due if an attorney was used to enforce the Guaranty Agreement. Defendant has not paid as agreed and the sum of \$218,524.88, principal and interest, was due as of 6/7/04. With per diem interest of \$35.92, accrued interest from 6/7/04 through 9/28/04 is \$4058.96. Combined principal and interest as of 9/28/04 is \$222,583.84. Adding the attorneys' fees, the total amount due as of 9/28/04 is \$278,229.80.

The undisputed facts establish the existence of a contract to guarantee a debt and its breach. The undisputed facts show the balance due under the Guaranty Agreement. Defendant has offered no argument to defeat the plaintiff's summary judgment motion. In the absence of any reason being offered by defendant to show that the facts are not as established by plaintiff or that there is any legal reason why the relief sought should not be granted, plaintiff's motion for summary judgment is granted.

For the foregoing reasons, plaintiff's motion for summary judgment is granted. Judgment is entered in favor of plaintiff and against defendant in the sum of \$278,229.80.